

FILED
IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE: 00
2008 OCT 18 AM 10:00
RICHARD A. ROOKER, CLERK
C Hlg D.C.

STATE OF TENNESSEE, *ex rel.*, ROBERT
E. COOPER, JR., Attorney General and
Reporter,

Plaintiff,

v.

MOTIVA ENTERPRISES LLC, a Delaware
limited liability corporation and
SHELL OIL PRODUCTS US, a Delaware
limited liability corporation,

Respondent.

No. 08C 3308

ASSURANCE OF VOLUNTARY COMPLIANCE

BACKGROUND

- A. **WHEREAS**, the undersigned Attorneys General believe that underage access to tobacco products constitutes a serious and continuing threat to public health based upon the following:
- More than 80% of regular adult smokers began smoking as children;
 - Every day in the United States about two thousand (2,000) children begin smoking cigarettes, and one third of those children will one day die from a tobacco-related disease;
 - Studies show that the younger a person begins smoking, the more likely it is that he or she will be unable to quit in later life and will suffer a disease attributable to tobacco use;
 - Studies indicate that youth demonstrate signs of addiction after smoking only a few cigarettes;
 - According to United States Food & Drug Administration ("FDA"), on average among all U.S. retailers, one in every four attempts by a person fifteen (15) to seventeen (17)

- years old to purchase cigarettes over the counter results in a sale;
 - An estimated 690 million packs of cigarettes are sold illegally to children each year nationwide, and 47% of youth who report buying cigarettes identify retail outlets that sell gasoline as their primary point of purchase, and another 27% identify convenience stores; and
 - More than four hundred thousand (400,000) Americans die each year from diseases caused by tobacco use;
- B. **WHEREAS**, Motiva Enterprises LLC and Shell Oil Products US (collectively the “Companies”) are proud of their fuel distribution practices, and believe them to be in full compliance with laws and regulations;
- C. **WHEREAS**, the Companies are committed to doing more to demonstrate their commitment to the health and welfare of our nation’s youth, and to step forward voluntarily to help lead national efforts against youth access to tobacco.

THEREFORE, the Companies agree to enter into the following Assurance of Voluntary Compliance on the terms set forth below.

AGREEMENT

1. This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Attorneys General of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington West Virginia and Wyoming (collectively “the undersigned Attorneys General”) on behalf of their respective states, commonwealths, or jurisdictions (collectively “the States”) and Motiva Enterprises LLC and Shell Oil Products US (collectively the “Companies”).¹
2. This Assurance follows an analysis of the results of compliance checks conducted by state authorities under state statutes and federal law (42 U.S.C. § 300x-26(b)(2)) to enforce laws prohibiting sales of tobacco products to minors. Such data indicates that Shell-branded convenience stores made tobacco sales to persons under the age of 18 in controlled compliance checks. The Attorneys General believe that such sales may

¹With regard to Georgia and Virginia, this document will be titled an “Agreement.” With regard to Tennessee, this Assurance is entered into in conjunction with the Tennessee Division of Consumer Affairs.

violate the Consumer Protection statutes² of their respective states and/or other laws. The Companies believe that they are in full compliance with applicable laws and regulations.

3. The Companies maintain the following:

- A. On July 1, 1998, Motiva Enterprises LLC, a Delaware limited liability company, was formed upon the filing of a Certificate of Formation with the Secretary of State of Delaware. Motiva Enterprises LLC was formed as a joint venture between Texaco Refining and Marketing (East) Inc., or its affiliates, Saudi Refining, Inc., or its affiliates, and SOPC Holdings East LLC, or its affiliates (note that Texaco no longer has an ownership percentage.) At that time, Shell-branded retail assets were transferred to Motiva.
- B. On January 15, 1998, Equilon Enterprises LLC (doing business as “Shell Oil Products US”), a Delaware limited liability company, was formed upon the filing of a Certificate of Formation with the Secretary of State of Delaware.

²§ 13A-12-3, Code of Alabama (1975); Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 et seq.; A.R.S. § 44-1521 et seq. (AZ); Arkansas Code Annotated 4-88-101 et seq.; Cal. Bus. & Prof. Code § 17200 et seq. (CA); Colorado Consumer Protection Act, §§ 6-1-101, et seq., C.R.S. (2005); Conn. Gen. Stat. § 42-110a et seq. (2007) (CT); Del. Code Ann. Tit. 6 §§ 2501-2536 (2005); District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901 et seq. (2001) (DC); Fla. Stat. Ann. § 501.201 et seq. (West)(FL); O.C.G.A. § 45-15-3 (GA); Haw. Rev. Stat. § 481A-1 et seq. (HI); Idaho Code Section 48-601 et seq.; Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 et seq.; Iowa Code § 714.16; K.S.A. 50-623, et seq. (KS); KRS 367.110-367.300 (KY); La. Rev. Stat. Ann. § 51:1401 (West)(LA); 5Title 5 Maine Revised Statutes § 203-A, and Title 5 Maine Revised Statutes §§ 205-A-214 (Maine Unfair Trade Practices Act); Maryland Annotated Code, Commercial Law Article, §§ 13-101 et seq.; Massachusetts Consumer Protection Act, M.G.L. c.93A; Michigan Consumer Protection Act, MCL 445.901 et seq.; Minn. Stat. §§ 325D.43-48 (Uniform Deceptive Trade Practices Act)(MN); Miss. Code Ann. 75-24-1 et seq. (MS); Missouri Merchandising Practices Act, §§ 407.010 through 407.030 RSMo. (2000); Mont. Code Ann. § 30-14-101 et seq. (MT); Neb.Rev.Stat. § 87-301 et seq. (reissue 1999; Cum. Supp. 2006) (NE); Nevada Revised Statutes Chapter 598; NH Rev.Stat.Ann. 358-A (1995 Michie Butterworth, and Supp. 2005 West) (NH); N.J.S.A. 56:8-1 et seq. (NJ); New Mexico Unfair Practices Act NMSA 1978, S 57-12-1 et seq (1967); New York Executive Law § 63(12) and General Business Law Article 22-A; 15 O.S. (2001) § 751 et seq. (OK); ORS 646.605, et seq. (OR); Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201- 1 *et seq.* (PA); R.I. General Laws §§ 11-9-13, 11-9-13.1 through 11-9-13.16, and 11-9-14 (RI); S.C. Code Ann., § 39-5-10 et seq. (1976, as amended) (SC); S.D. Codified Laws Ann. Chapter 37-24 (SD); Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 et seq.; Tex. Bus. & Com. Code Ann. § 17.41 et seq. (Vernon 2002 and Supp. 2005) (TX); Utah Code Ann. §§ 13-5-1 through 13-5-18 & 13-11-1 through 13-11-23; Vermont Consumer Fraud Act, 9 V.S.A. § 2451 et seq.; Virginia Consumer Protection Act, Va. Code § 59.1-196 et seq.; Wash. Rev. Code Ann. § 19.86.100 (WA); W. VA Code 46A-1-101 et seq. (WV); Wyo. Stat. § 40-12-101 et seq. (WY).

- C. Approximately fourteen thousand (14,000) retail outlets in forty-nine (49) states sell branded motor fuel under the Shell trademark. The Companies directly sell Shell branded motor fuel to consumers through fueling facilities that are managed by independent contract operators (hereinafter referred to as Contract Operator Stores). The remaining outlets (hereinafter referred to as Non-Contract Operator Stores) are owned or operated by third party independent businesses and entrepreneurs who have fuel supply agreements with the Companies or with a wholesaler. These fuel supply agreements also grant permission to sell motor fuel under the Shell trademark and are regulated by the Petroleum Marketing Practices Act (PMPA). The Companies do not own or operate any convenience store businesses. The Companies do not control whether or how any retail store chooses to sell tobacco products. For purposes of this agreement, the term "Stores" standing alone shall include Contract Operator Stores and Non-Contract Operator Stores.
4. The Companies have expressed their commitment to employing measures designed to prevent the sale of tobacco products to minors. The Companies agree to enter into this Assurance and to abide by the provisions set forth herein in connection with their Shell-branded distribution activities in each signatory state. The undersigned Attorneys General, for their part, agree to abide by the provisions set forth herein. The parties reserve the right to discuss the appropriateness of any or all of the provisions of this Assurance as they are implemented, having due regard for changes in laws and regulations, as well as changes in equipment, technology, or methodology of retail sales over time. In the event the Companies own or operate any convenience store businesses at a later time, the Companies shall so notify a person or persons designated by the undersigned Attorneys General, and the provisions in this Assurance that are applicable to Contract Operator Stores shall apply to such stores owned and operated by the Companies until the parties agree to modify this Assurance to address the sale of tobacco products at such stores. Any modifications to these provisions shall be by prior written agreement of the Companies and the undersigned Attorneys General.
5. The undersigned Attorneys General, on behalf of their respective States, agree to release and hold harmless the Companies and their officers, employees, directors, successors, assigns, principals, and agents, from any and all causes of action that the Attorneys General may have under the laws referred to in footnote 2 herein, insofar as those causes of action concern tobacco sales occurring on or before the Effective Date of this Assurance, as defined below. Nothing herein shall affect other remedies available to any state or local jurisdiction in connection with a past or future underage sale of tobacco at a particular retail location. Before seeking to enforce this Assurance, a signatory Attorney General shall contact the Companies to attempt to resolve the State's concerns.
6. This Assurance shall be executed in counterparts. A copy of this Assurance that bears

copies of one or more of the original signatures may be treated as an original Assurance for all purposes. This Assurance shall not be effective or considered executed until October 15, 2008 (hereinafter, "Effective Date"), by which date the signature of the representative of the Companies and all of the Attorneys General of the States listed in Paragraph 1 shall have been affixed. In the case of Massachusetts, New York, and Vermont, this Assurance supersedes the Assurance of Discontinuance entered into between these states and Shell Oil Company and Star Enterprise in 1998.

7. No provision of this Assurance is intended or shall be interpreted to authorize conduct in violation of applicable local, state or federal law, which law supersedes any and all terms of this Assurance in conflict with such law.
8. The practices set forth herein relate to efforts to prevent persons under legal age from having access to and using tobacco. Although tobacco is not the only item to which youth access is restricted, the term "youth access" is used herein as a shorthand reference to age restrictions on tobacco only. The term "tobacco" is intended to include cigarettes of all kinds (including "bidis"), cigars, loose tobacco, chewing tobacco, and snuff to the extent such substances are or in the future may be offered for sale at Shell-branded stores.

I. *PRACTICES FOR SALE OF TOBACCO PRODUCTS AT CONTRACT OPERATOR STORES*

The Companies agree to implement the following contracting and training practices relating to youth access to tobacco for all Contract Operator Stores:

A. *New Contract Operator Stores*

1. As part of the interview process for new contract operators, the Companies shall inform applicants seeking to become the operator of new contract operator stores of the importance of complying with laws relating to youth access. The information the Companies provide shall include references to company expectations, legal consequences, and health concerns associated with youth access.
2. The Companies shall ask all new contract operator applicants about past violations of prohibitions on selling or supplying tobacco to minors by that person or anyone under that person's supervision, and the Companies in their discretion shall give appropriate consideration under the circumstances to such violations in making contracting decisions.
3. The Companies shall inform each new contract operator that: (a) the contract operator's compliance with youth access laws and expectations will be taken

into account in connection with renewal decisions; (b) the contract operator will notify the Companies of all violations of applicable law, pursuant to the provisions of Section III B, *infra*; and (c) failure to comply with youth access laws may constitute grounds for termination. The Companies shall also provide all contract operators this information in writing.

B. *New Contract Operator Training*

Before assuming initial operations duties, a contract operator seeking to open or purchase its first contract operator store, or the operator's key management person, shall receive comprehensive training in the laws and company expectations relating to tobacco sales.

1. Such training shall be performed by a person knowledgeable in providing youth access training, unless conducted electronically. The training may also include presentations by video conference, videos, computer aided instruction, or written materials and shall include, at a minimum, the following components:
 - a. A review of applicable federal and state laws relating to youth access;
 - b. A review of the Companies' expectations regarding tobacco sales;
 - c. A brief explanation of health-related reasons for the laws and the Companies' expectations that restrict youth access, including the information set forth in the initial "Whereas" clause of this Assurance;
 - d. A review of the range of tobacco products and where applicable, smoking paraphernalia sold by the contract operator, if any, to which the youth access laws apply;
 - e. A review of the law and the Companies' expectations relating to requiring identification, including (i) the age that triggers the I.D. requirement; (ii) acceptable forms of I.D.; (iii) features of an I.D. that must be checked, with particular emphasis on the government-issued forms of identification most commonly possessed by adults in the market area; (iv) how to tell if an I.D. may have been altered or is being misused; and (v) what a cashier is to do if an I.D. appears altered or misused;
 - f. An explanation of the fact that many illegal sales are made to minors who produce I.D.s showing that they are in fact under the legal age, and the importance of devoting the time and effort needed to perform the necessary calculation to establish that a customer is of age;

- g. A review of prescribed methods or practical techniques for handling the following recurring situations: (i) asking for I.D.; (ii) making the necessary age calculation; (iii) declining to make a sale based on concerns relating to whether the I.D. has been altered or is being misused; (iv) declining to make a sale for failure to have an I.D.; (v) recognizing a potential “third party” sale; (vi) declining to make a sale that appears to be a “third party” sale; (vii) declining to make a sale of smoking paraphernalia (if any are sold); (viii) resisting customer pressure and handling a customer’s abusive conduct; (ix) meeting special challenges associated with declining to sell tobacco to underage persons who are friends, acquaintances, and/or peer group members;
- h. Documentation to establish that the contract operator or key management person has taken the required training; and
- i. Instruction that employees are not required to make a tobacco sale, and must decline to do so, if the circumstances reasonably suggest that doing so would violate youth access laws.

C. *Existing Contract Operator Stores*

1. Within one hundred twenty (120) days following the Effective Date of this Assurance, the Companies shall provide to existing Contract Operator Stores the following information, in written or electronic format:
 - a. The importance of complying with laws relating to youth access and preventing underage sales of tobacco, the Companies’ expectations regarding tobacco sales, the legal consequences and health concerns associated with youth access, and how to access the Companies’ web-based communications site where Stores can find the tobacco training materials and information identified in Section II.D.
 - b. That (i) the contract operator’s compliance with youth access laws and expectations will be taken into account in connection with renewal decisions; (ii) the contract operator will notify the Companies of all violations of applicable law, pursuant to the provisions of Section III.B, *infra*; and (iii) failure to comply with youth access laws may constitute grounds for termination.
2. The information identified in Section I.C.1 above shall be provided to Contract Operator Stores on an annual basis.
3. The Companies shall make available to each existing Contract Operator Store the training set forth in Section I.B.1 at or before the time of the first renewal of an agreement for the operation of the Contract Operator Store following the

Effective Date of this Assurance.

II. *SUPPORT TOOLS FOR ALL STORES*

A. *Youth Access Designee*

The Companies agree to designate an appropriate employee in their corporate offices to be responsible for monitoring implementation of this Assurance, including reviewing reports of violations of laws concerning the sale of tobacco products to minors as submitted to them by Stores and the applicable state agency. The Companies will identify the Youth Access Designee to the person or persons designated by the Attorneys General within sixty (60) days of the Effective Date.

B. The Companies agree to make available information to each of their contract operators regarding opportunities to purchase, at the expense of the contract operator, programmable cash registers that show a daily message that reminds cashiers that tobacco sales to minors are prohibited and that they must request photographic identification from any customer who appears to be under twenty-seven (27) years of age.

C. The Companies agree to make available purchase and order information regarding self-adhesive stickers to each of their contract operators with non-programmable cash registers. The self-adhesive stickers will contain a message which reminds cashiers that tobacco sales to minors are prohibited and that they must request photographic identification from any customer who appears to be under the age of twenty-seven (27) years.

D. The Companies agree to provide on the Companies' web-based communications site: (i) materials related to the provisions set forth in Section I.B.1 and any updates to those materials; (ii) periodic information regarding youth access prevention resources, including but not limited to continuing training opportunities and messages reminding Stores of the importance of complying with youth access laws; and (iii) links to state public health departments or the public entity that regulates tobacco sales as specified by each signatory State.

III. *SELF-MONITORING MEASURES*

The Companies agree to implement the following self-monitoring measures relating to youth access to tobacco at its Stores.

A. *Compliance Checks/Mystery Shops*

The Companies agree to retain an independent entity to perform compliance checks of

50 percent of the Contract Operator Stores annually that sell tobacco in the States whose Attorneys General are party to this Assurance. However, for Massachusetts, Vermont, and New York, the Companies agree to retain an independent entity to perform compliance checks at every Contract Operator Store that sells tobacco annually. In addition, the independent entity will randomly select 25% of the Non-Contract Operator Stores within each of the three states and conduct compliance checks annually at those stores; provided that, in the event that those stores achieve a compliance rate of 90% or higher for the prior twelve (12) month period, the compliance checks may cease. The independent entity will be instructed to perform the checks for the purpose of obtaining an accurate and reliable indication of actual cashier practices in connection with tobacco sales, rather than for the purpose of ensuring favorable results. The compliance checks will proceed as follows:

1. The independent entity will randomly select which Stores will be checked from among the States whose Attorneys General are party to this Assurance. No Store selected to be checked will be identified to the Companies, directly or indirectly, until after the check of that outlet is completed.
2. The compliance checks will be conducted using a person of legal age to buy tobacco who appears to be near to or under the legal age to buy tobacco. The check will determine whether the cashier selling the tobacco product asked the purchaser to produce identification.
3. For purposes of retaining an independent entity to perform the compliance checks, the Companies agree to evaluate the performance of the entity on the basis of the competency of the entity's performance in obtaining an accurate and reliable indication of actual cashier practices in connection with the sale of tobacco, rather than on the basis of whether the results were favorable.
4. The Companies agree upon request to share the results of the inspections conducted pursuant to this Section with the requesting Attorney General. The undersigned Attorneys General agree not to institute legal proceedings under the laws referred to in footnote 2 above, insofar as those proceedings are based on any tobacco sales that are made during compliance checks conducted pursuant to this section.
5. In the event the Stores attain a compliance rate of 90% or higher for any six-month period, the Companies may reduce the number of compliance checks conducted in subsequent six-month periods by 25%. In the event the Stores attain a 90% rate for any two (2) consecutive six-month periods, the Companies may cease conducting compliance checks.

B. *Accountability of Contract Operators*

Each Contract Operator Store shall report all violations of federal, state, and local laws concerning the sale of tobacco products to minors occurring at the store to a designated person in the corporate offices of the Companies as soon as practicable after receiving notice of the alleged violation, but in any event within ten (10) business days of receiving such notice.

IV. *VENDOR-ASSISTED SALES*

The Companies agree that as part of the training for their new and renewing Contract Operator Stores as set forth in this Assurance, the following vendor assisted sales practices will be discussed and reviewed:

- A. All cigarettes shall be displayed and stored in a format that does not permit a customer to take possession of them without requesting assistance in retrieving them from a restricted-access location.
- B. Vending machines are not to be used to sell tobacco products.

V. *OTHER TOBACCO MEASURES*

A. *Written Expectations*

The Companies agree to put into writing the contract operator expectations regarding the sale of tobacco products that they adopt pursuant to this Agreement. The Companies will provide a copy of such expectations to the person or persons designated by the Attorneys General within sixty (60) days of the Effective Date, and thereafter will provide, upon request, copies of any changes or modifications to such policies to such designee within thirty (30) days of the request. The Companies agree to include in such expectations the following:

1. An expectation requiring that no one under the legal age for purchasing tobacco be permitted to purchase smoking paraphernalia including lighters, matches, cigarette papers, and pipes.
2. An expectation against distribution of free samples of tobacco products on Store property.
3. An expectation requiring that an I.D. be checked in connection with tobacco purchases and tobacco paraphernalia purchases by persons appearing to be under age twenty-seven (27) for tobacco purchases.

4. Unless otherwise required by law, an expectation that only the following forms of photo-I.D. are acceptable for purposes of establishing legal age to purchase tobacco: (a) a currently valid driver's license; (b) a currently valid state-issued photo identification card; or (c) other appropriate means of identification specifically allowed by particular state laws.
5. An expectation against increasing youth demand for tobacco products through in-store advertising, and a recommendation that in-store advertising should be limited to brand names, logos, other trademarks, and pricing.
6. A statement that some of the Companies' expectations may be required by state and/or local law in certain jurisdictions and that it is the obligation of each Store to comply with applicable laws in its respective jurisdiction.

B. *Implementation*

The Companies voluntarily agree to abide by this Assurance and to implement this Assurance within one hundred twenty days (120) days of the Effective Date of the Assurance except as indicated in Sections II.A and V.A.

C. *Non-Contract Operator Stores*

The Companies maintain that they do not own or operate any convenience store businesses, and that they do not control whether or how any retail store chooses to sell tobacco products. None of the foregoing provisions of this Assurance are intended to apply to Non-Contract Operator Stores, except as otherwise explicitly provided.

Within one hundred twenty (120) days following the Date of Execution of this Assurance, the Companies voluntarily agree to take the following actions intended to reduce youth access to tobacco at Non-Contract Operator Stores:

1. Provide to each Non-Contract Operator Store or the supplier of the Non-Contract Store with which Company has a branded supply agreement written correspondence (which may be sent electronically) reminding them of the importance of preventing underage sales of tobacco products and the seriousness of complying with laws regarding youth access to tobacco, and noting the fact that failure to comply with such laws could constitute grounds for termination or non-renewal of their right to operate under the Shell trademarks at the non-complying outlet. This correspondence shall also provide a link or reference to the Companies' web-based communications site where it can find the tobacco training materials and information identified in Section II.D. Thereafter, correspondence bearing the same message will

sent once per year by the Companies to each Non-Contract Operator Store or the supplier of the Non-Contract Store with which Company has a branded supply agreement.

2. In evaluating available legal options to terminate or non-renew a Non-Contract Operator Store's authorization to operate outlets or to distribute or sell fuel under the Shell trademark, the Companies will give appropriate consideration under the circumstances in its discretion to tobacco violations, if any, by the Non-Contract Operator Store.

D. *Contracts*

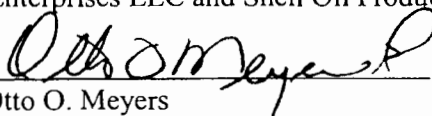
At the time a Contract Operator Store or a Non-Contract Operator Store enters into a written contract or contract renewal with the Companies authorizing the use of the Shell trademark for the sale of motor fuel, the Companies agree, to the extent permitted by law, including the PMPA, to incorporate provisions into the contract (i) specifically requiring compliance with laws regarding youth access to tobacco products, and (ii) requiring that the respective Companies be notified within ten (10) business days, in writing or electronically, of any notices of violation received by the operator from local, state, or federal authorities concerning the sale of tobacco to minors.

VI. *COSTS*

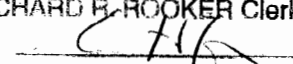
In recognition of the States' commitment of resources to this initiative, the Companies agree voluntarily to pay, within sixty days of the Date of Execution of this Assurance, the monetary sum of \$100,000, made payable to such accounts and addresses as the Attorneys General may direct. Such sum is to be divided by the States as they may agree, and is to be used by the individual States for attorneys' fees or costs of investigation, or it shall be placed in or applied to consumer education, public protection, or local consumer aid funds, including for implementation of programs designed to decrease possession and use of tobacco by minors, or for any other purpose authorized by state law at the sole discretion of each State's Attorney General or as otherwise required by law.

DATED this 24 day of September, 2008.
Motiva Enterprises LLC and Shell Oil Products US

By:


Otto O. Meyers
Shell Oil Products US
General Manager
Operation Support US

I hereby certify that this is a true copy
of original instrument filed in my office
this 8 day of Oct 20 08

RICHARD B. ROOKER Clerk
By 
Deputy Clerk

EDMUND G. BROWN JR.
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JACK CONWAY
Attorney General
State of Kentucky

MARTHA COAKLEY
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ROB MCKENNA
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State of Washington

DARRELL V. MCGRAW JR.
Attorney General
State of West Virginia

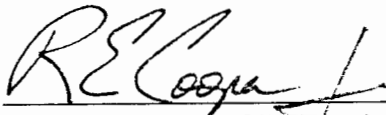
BRUCE A. SALZBURG
Attorney General
State of Wyoming

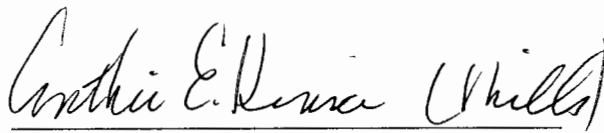
**In the Matter of
MOTIVA ENTERPRISES LLC and SHELL OIL PRODUCTS US**

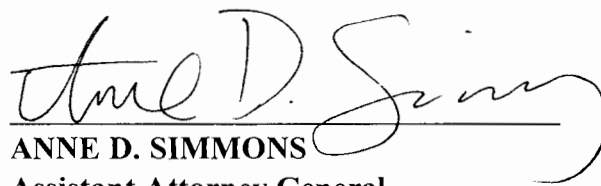
Dated: October 8, 2008

FOR THE TENNESSEE ATTORNEY GENERAL'S OFFICE:

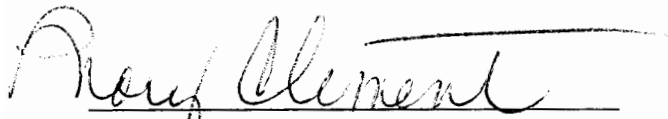
By:


ROBERT E. COOPER, JR.
Attorney General and Reporter


CYNTHIA E. KINSER (MILLS)
Deputy Attorney General


ANNE D. SIMMONS
Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Facsimile: (615) 532-2910
Telephone: (615) 532-2590

Approved by:

A handwritten signature in cursive script, reading "Mary Clement", written over a horizontal line.

Mary Clement

Director

Tennessee Division of Consumer Affairs